Hall Estate, Nottingham, was being laid out as a building estate, and in June, 1904, part of the vacant land was conveyed in fee to the defendant, who covenanted "for himself, his executors, administrators, and assigns" with his vendor, "his heirs, executors, administrators, and assigns," not to erect houses of other than a certain class to be approved by the vendor. In November, 1904, Lenton Hall itself was conveyed away by the vendor. In 1906 the defendant granted a building lease of part of his land to two builders, who forthwith proceeded to erect houses not approved by the original vendor and in breach of the restrictive covenant. The builders then became bankrupt, and the trustee in bankruptcy disclaimed the lease granted by the defendant. Subsequently, in 1907, Lenton Hall was conveyed to the plaintiff, together with the benefit of all covenants entered into by purchasers of the Lenton Hall Estate. The plaintiff then brought the present action to restrain the defendant from erecting the houses and for an order directing him to pull them down. At first blush the plaintiff's claim seems reasonable enough. He was an assign of the original vendor, the houses had been erected in breach of the covenant and by an assign of the defendant, and the defendant was now the owner and in possession of the land on which the houses stood. The plaintiff, however, failed to substantiate his claim, and was held to be entitled to no relief against the defendant either at law or in equity. The merits of the defendant were considerable, inasmuch as he was not in the least degree responsible either for the breach of covenant or for the disclaimer of the lease. The Court of Appeal assumed, in favour of the plaintiff, that the words "he would erect" meant "the covenantor himself, his executors, administrators, and assigns would erect," but held that the case was not covered by the covenant as events had fallen out. The restrictive covenant had been broken once for all before Lenton Hall was conveyed to the plaintiff, and there had been no continuing breach; the conveyance to the plaintiff, though giving him the benefit of the defendant's covenants, did not purport to be an assignment of any right to damages for past breaches. The case is, as the Master of the Rolls said, "undoubtedly a curious one," and should lead conveyancers to scan with some care their common forms of restrictive covenants relating to building estates. The bankruptcy of builders is not, after all, such a very rare event, and the right to take advantage of past breaches of covenant can, and should, be conferred by apt words where land is purchased which is in process of development.

Ship—Charter-Party—Demurrage Payable Day by Day—Lien for Demurrage.—Rederiactieselskabet "Superior" *v.* Dewar (1909) 1 K. B. 948. This case is chiefly remarkable for the plaintiff's name; the legal points decided by Bray, J., are (1) that where a charter-party provides that demurrage shall be payable at a specified rate "day by day" and

also provides that the owner shall have a lien upon cargo for "all freight demurrage and all other charges whatsoever," these provisions are not inconsistent, and the owner is entitled to a lien for demurrage notwithstanding it is stipulated that it shall be paid "day by day"; (2) he also held that "charges" did not include "dead freight" i. e., freight payable in respect of unused space.—Canada Law Journal.

Innkeepers—Liability for Injury to Guest.—The Supreme Court of Pennsylvania, in the recent case of Lyttle *v.* Denny, not yet reported, held that an innkeeper is liable to a guest, who is injured by the top of a folding-bed falling down upon him while he is occupying the bed. It was said that the degree of care required of an innkeeper for the safety of his guests was less than that required of a carrier of passengers, and the Court adopted the statement of the rule in Beale on Innkeepers and Hotels. "The innkeeper is bound to provide reasonably safe premises. * * * Both in original safety of construction and in maintenance, the premises must be such as reasonably to secure the safety of the guest."

Applying this rule, the Court held that there was no duty on the plaintiff to show the exact defect in the bed which caused it to fall down upon and entrap him. "Bearing in mind the duty of the innkeeper to guard with reasonable care the safety of his guests, proof of the happening of such an extraordinary accident cast the burden of explanation at once upon the defendant. The accident was so far out of the usual course that no fair inference can arise that it could have resulted from anything less than negligence upon the part of the management of the hotel. Beds do not usually operate as spring traps to close upon and catch the confiding guest."—National Corporation Reporter.

Negligence—Proximate Cause.—A somewhat novel question was involved in the decision in the case of Houren *v.* Ry. Co., 86 N. E. 611, in which the Supreme Court of Illinois held that a railway company which, by obstructing the streets of a city, in violation of the statute, prevented the city fire department from reaching the plaintiff's house in time to extinguish a fire, was liable to the plaintiff for the loss thereby suffered. The statute in question forbids a railway company obstructing a public highway by stopping any train thereon for a longer period than ten minutes. The defendant, as a fact, failed to remove its train from across the public highway for more than thirty minutes. The court held that the evidence adduced tended to prove that if the fire department had not been prevented by this obstruction from reaching the scene of the conflagration, it would have been able to extinguish the fire before it spread to plaintiff's premises from the adjoining premises, in which it originated. Clearly, the railroad com-